

BATTELLE ENERGY ALLIANCE, LLC

**GENERAL PROVISIONS FOR
ON-SITE SERVICE SUBCONTRACTS**

INTRODUCTION:

The terms and conditions of these General Provisions (GPs) and those set forth in the Purchase Order or Subcontract (terms used interchangeably) apply notwithstanding any different or additional terms and conditions which may be submitted or proposed by SUBCONTRACTOR, and CONTRACTOR objects to, and shall not be bound by, any such additional or different terms and conditions. SUBCONTRACTOR must determine what provisions shall be inserted in its lower-tier subcontracts and purchase orders implementing the obligations of SUBCONTRACTOR. By entering into this Subcontract, SUBCONTRACTOR recognizes these obligations and agrees to implement them in its lower-tier subcontracts and purchase orders.

To assist SUBCONTRACTOR in determining what provisions to insert in its lower-tier subcontracts and purchase orders, articles required, in part or in full, to be passed down to SUBCONTRACTOR's lower-tiers, are indicated by **bold-face** print. Nevertheless, Subcontractor ultimately remains responsible to determine the provisions to be included in its lower-tier subcontracts and purchase orders.

Certain Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses and articles applicable to this Subcontract are incorporated herein by reference as if set forth in their entirety. All references herein to the FAR and DEAR are those in effect under CONTRACTOR's prime contract with Department of Energy (DOE) as of the date of the solicitation for the Subcontract, unless otherwise indicated. For such articles incorporated by reference, and such articles only, the following definitions apply:

- a. "DOE" means the Department of Energy.
- b. "Government" means CONTRACTOR.
- c. "CONTRACTOR" means SUBCONTRACTOR.
- d. "SUBCONTRACTOR" means SUBCONTRACTOR's lower-tier SUBCONTRACTOR.
- e. "Contracting Officer" means CONTRACTOR's SUBCONTRACT ADMINISTRATOR.
- f. "Contract" means this Purchase Order or Subcontract.

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GP-1 GENERAL

1. The Subcontract, which includes related plans, drawings, specifications and other applicable Subcontract documents, contains the entire agreement and understanding between the parties as to the subject matter of this Subcontract and merges and supersedes all prior agreements, understandings, commitments, representations, writings and discussions between them. Neither of the parties will be bound by any prior obligations, conditions, warranties, or representations with respect to the subject matter of this Subcontract. The parties agree that recourse may not be had to alleged prior dealings, usage of trade, course of dealing, or course of performance to explain or supplement the express terms of this Subcontract.
2. The failure of either party to enforce at any time any of the provisions of the Subcontract, or to require at any time performance by the other party of any of such provisions, shall in no way be construed to be a waiver of such provision, unless agreed to in writing by the waiving party, nor in any way to affect the validity of this Subcontract or any parts thereof, or the right of either party thereafter to enforce each and every provision.
3. The headings used in the Subcontract are not to be construed as modifying, limiting or expanding, in any way, the scope or extent of the provisions of the Subcontract, unless otherwise indicated.
4. SUBCONTRACTOR shall perform all work pursuant to the Subcontract as an independent CONTRACTOR. If any part of the work is subcontracted, SUBCONTRACTOR is responsible for having that subcontracted work comply with the terms of the Subcontract.
5. No act or order of CONTRACTOR will be deemed to be an exercise of supervision or control of performance hereunder. No provision of the Subcontract and no action taken by CONTRACTOR under the Subcontract shall be construed to make or constitute CONTRACTOR as the employer or joint employer of any employee of SUBCONTRACTOR or its lower-tier SUBCONTRACTOR(s).

GP-2 DEFINITIONS

As used throughout the Subcontract, except in articles incorporated by reference and where otherwise indicated, the following terms will apply:

1. "Government" means the United States of America or any duly authorized representative thereof.
2. "CONTRACTOR" means Battelle Energy Alliance, LLC (BEA) and all of its duly authorized representatives acting in their professional capacities, and BEA's successors and assigns.
3. "SUBCONTRACTOR" means the entity contracted to provide the services covered by this Subcontract.
4. "Lower-tier SUBCONTRACTOR" means any party entering into an agreement with SUBCONTRACTOR or any other party who has entered into a contract with SUBCONTRACTOR, for the furnishing of supplies or services required for performance of the Subcontract.
5. "Subcontract Technical Representative (STR)" means the individuals identified in the Subcontract as the duly authorized representative of CONTRACTOR for overseeing SUBCONTRACTOR work activities.
6. "Contracting Officer" or "Subcontract Administrator (SA)" means the duly authorized representative of CONTRACTOR who will administer the Subcontract as appointed by the Director of Supply Chain Management.
7. "INL" means the Idaho National Laboratory located approximately 50 miles west of Idaho Falls, Idaho, exclusive of the Naval Reactors Facility.
8. "Main Guard Post" means building B-27-603 at the INL main entrance.

GP-3 FAR AND DEAR ARTICLES INCORPORATED BY REFERENCE

ARTICLES APPLYING TO ALL SUBCONTRACTS

<u>FAR 52.203-3</u>	Gratuities
<u>FAR 52.203-5</u>	Covenant Against Contingent Fees (price greater than \$50K)
<u>FAR 52.203-6</u>	Restrictions on Subcontractor Sales to the Government
<u>FAR 52.203-12</u>	Limitations on Payments to Influence Certain Federal Transactions
<u>FAR 52.222-3</u>	Convict Labor
<u>FAR 52.222-41</u>	Service Contract Act of 1965, as Amended
<u>FAR 52.225-13</u>	Restrictions on Certain Foreign Purchases
<u>FAR 52.227-1</u>	Authorization and Consent
<u>FAR 52.227-4</u>	Patent Indemnity
<u>FAR 52.227-14</u>	Rights in Data, as modified by DEAR 927.409(a), including Alt V
<u>FAR 52.237-9</u>	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
<u>FAR 52.246-4</u>	Inspection of Services – Fixed Price
<u>FAR 52.249-2</u>	Termination for Convenience of the Government
<u>FAR 52.249-8</u>	Default
<u>DEAR 952.204-71</u>	Sensitive Foreign Nations Controls
<u>DEAR 952.227-11</u>	Patent Rights: Retention by the Contractor (Domestic Small Business or Nonprofit Organization)
<u>DEAR 952.227-13</u>	Patent Rights: Acquisition by the Government (Large Business)
<u>DEAR 952.5204-59</u>	Whistleblower Protection for Contractor Employees

ARTICLES APPLYING TO SUBCONTRACTS OVER \$10,000

<u>FAR 52.222-21</u>	Prohibition of Segregated Facilities
<u>FAR 52.222-26</u>	Equal Opportunity
<u>FAR 52.222-35</u>	Affirmative Action Special Disabled and Vietnam Era Veterans (and follow requirements of FAR 22.13)
<u>FAR 52.222-36</u>	Affirmative Action for Workers with Disabilities (and follow requirements of FAR 22.14)
<u>DEAR 970.5223-4</u>	Workplace Substance Abuse Programs at DOE Sites (price greater than \$25,000)

ARTICLES APPLYING TO SUBCONTRACTS OVER \$100,000

<u>FAR 52.203-7</u>	Anti-Kickback Procedures
<u>FAR 52.222-4</u>	Contract Work Hours and Safety Standards Act--Overtime Compensation
<u>FAR 52.223-2</u>	Clean Air and Water (price greater than \$100K, and follow requirements of FAR 22.3)

ARTICLES APPLYING TO SUBCONTRACTS OVER \$500,000

<u>FAR 52.219-9</u>	Small Business Subcontracting Plan (large business)
<u>FAR 52.230-2</u>	Cost Accounting Standards (large business)
<u>FAR 52.230-6</u>	Administration of Cost Accounting Standards (applies when FAR 52.230-2 applies)
<u>DEAR 970.1504-3-1</u>	Cost or Pricing Data (price greater than \$550K, upon request)

ARTICLES APPLYING TO ORDERS WHERE NUCLEAR HAZARDS MAY EXIST

<u>DEAR 952.250-70</u>	Nuclear Hazards Indemnity (This clause applies in any subcontract which may involve the risk of public liability, as that term is defined in the Atomic Energy Act of 1964 as amended (Act) and as further described in DEAR-952.250-70. This clause however does not apply to subcontracts in which the SUBCONTRACTOR is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b of the Act or NRC agreements of indemnification under section 170c or k of the Act for the activities under the subcontract. For purposes of this clause only, "Government" shall mean Government or CONTRACTOR)
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GP-4 ABILITY TO WORK

1. **SUBCONTRACTOR employees shall immediately notify their supervisor of:**
 - a. **Work restrictions imposed resulting from any medical/physical condition; or**
 - b. **Medication being taken which may impact the safety of themselves, their co-workers or the public.**

SUBCONTRACTOR shall ensure proper work accommodation or referral to appropriate medical care facilities.
2. **SUBCONTRACTOR shall, in addition, refer employees to the appropriate medical providers for health evaluation when:**
 - a. **SUBCONTRACTOR identifies behavior or a condition it, in good faith, believes to be health related which could impact safety; or**
 - b. **An employee requests a medical evaluation due to potential impact on work assignments and/or safety and health.**
3. **Any SUBCONTRACTOR employee who identifies behavior or conditions creating an imminent hazard to health and safety shall take whatever steps are reasonably necessary to correct the condition, including stopping the work.**
4. **Confidentiality of medical information (related to the evaluation) shall be preserved; only work restrictions imposed shall be reported to SUBCONTRACTOR. SUBCONTRACTORS shall not request diagnostic medical information.**
5. **SUBCONTRACTOR shall have in effect a company policy which prohibits retaliation or retribution resulting from compliance with this Article.**
6. **SUBCONTRACTOR shall insert or have inserted this Article, including this paragraph, in lower-tier subcontracts at all tiers, with respect to work performed on site or at a CONTRACTOR-owned or-leased facility.**

GP-5 PUBLIC RELEASE OF INFORMATION

Information, data, photographs, sketches and advertising, relating to the work under the Subcontract, which SUBCONTRACTOR desires to release or publish, shall be submitted to CONTRACTOR for approval eight weeks prior to the desired release date. As part of the approval request, SUBCONTRACTOR shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases, regardless of tier or supplier, must have the prior approval of CONTRACTOR. SUBCONTRACTOR shall include all provisions of this clause including this sentence in all lower-tier subcontracts under the Subcontract.

GP-6 FEDERAL, STATE AND LOCAL TAXES

1. **Definitions**
 - a. **"Subcontract date", as used in this Article, means the effective date of the Subcontract.**
 - b. **"All applicable Federal, State and Local taxes and duties", as used in this Article, means all taxes and duties, in effect on the Subcontract date, that the taxing authority is imposing and collecting on the transactions or property covered by the Subcontract.**

- c. "After-imposed Federal Tax", as used in this Article, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the Subcontract date but whose exemption was later revoked or reduced during the Subcontract period, on the transactions or property covered by the Subcontract that SUBCONTRACTOR is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the Subcontract date. It does not include social security tax or other employment taxes.
 - d. "After-relieved Federal Tax", as used in this Article, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by the Subcontract, but which SUBCONTRACTOR is not required to pay or bear, or for which SUBCONTRACTOR obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the Subcontract date.
- 2. The Subcontract price shall include all applicable Federal, State and Local taxes and duties. Payment of the sales or use taxes shall be the responsibility of SUBCONTRACTOR.
 - 3. The Subcontract price shall be increased by the amount of any after-imposed Federal tax, provided SUBCONTRACTOR warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the Subcontract price, as a contingency reserve or otherwise.
 - 4. The Subcontract price shall be decreased by the amount of any tax or duty, except social security or other employment taxes, that was included in the Subcontract price and that SUBCONTRACTOR is required to pay or bear, or for which no refund or other relief is obtained, through SUBCONTRACTOR's fault, negligence, or failure to follow instructions of CONTRACTOR.
 - 5. No adjustment shall be made in the Subcontract price under this Article unless the amount of the adjustment exceeds \$500.
 - 6. SUBCONTRACTOR shall promptly notify the SA of all tax matters which may reasonably be expected to result in either an increase or decrease in the Subcontract price and shall take action with respect thereto as directed by the SA.

GP-7 PERMITS OR LICENSES

Except as otherwise directed by CONTRACTOR, SUBCONTRACTOR shall procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision in which the work under the Subcontract is performed.

GP-8 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- 1. SUBCONTRACTOR acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to: (1) conditions bearing upon transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, river stages, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance.
- 2. SUBCONTRACTOR also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by CONTRACTOR as well as from the drawings and specifications made a part of the Subcontract. Any failure of SUBCONTRACTOR to

take the actions described and acknowledged in this paragraph will not relieve SUBCONTRACTOR from responsibility for properly estimating the difficulty and cost of successfully performing the work, or for proceeding to perform the work without additional expense to CONTRACTOR.

GP-9 COOPERATION WITH OTHERS

1. CONTRACTOR may undertake or award other subcontracts at or near the site of the work under the Subcontract. SUBCONTRACTOR shall fully cooperate with the other subcontractors and with CONTRACTOR employees and shall carefully adapt scheduling and performing the work under the Subcontract to accommodate the work by others, heeding any direction that may be provided by CONTRACTOR. SUBCONTRACTOR shall not commit or permit any act that shall interfere with the performance of work by any other subcontractor or CONTRACTOR employees.
2. Concurrent Work and Interface Responsibilities
 - a. When portions of the construction work under the Subcontract are performed near active operating areas, SUBCONTRACTOR shall plan its work so as not to interfere with the operation of these facilities and shall maintain free and clear access to same for routine operational and maintenance activities performed by CONTRACTOR.
 - b. In addition, SUBCONTRACTOR shall carefully coordinate all with CONTRACTOR so as to avoid conflicts and unnecessary delays.

GP-10 SUBCONTRACTOR'S RESPONSIBILITY

1. As to the work to be done or performed by SUBCONTRACTOR on premises owned or controlled by CONTRACTOR or the Government or the premises of other subcontractors, SUBCONTRACTOR shall indemnify and hold harmless the Government and CONTRACTOR, their officers, agents and employees, from and against any claim, cause of action, cost, damages, expense (including attorney fees) and liability whatsoever (hereinafter, "claim"), including any costs or expenses incurred in enforcing this indemnity, arising in any manner from injury to or death of any person or from damage to or destruction of any property, or from any loss of fee suffered by Contractor under its Prime Contract with DOE, attributable to the conduct of SUBCONTRACTOR or its Lower-tier Subcontractors, agents, or employees under the Subcontract. The indemnification shall extend to, but is not limited to, any such claim maintained in tort against the Government or CONTRACTOR for negligence or otherwise concerning any injury or death of an employee of SUBCONTRACTOR which was or could have been the basis for a statutory worker's compensation claim. In order to make fully effective the foregoing indemnification, Subcontractor hereby expressly waives the exclusive remedy and indemnity limitation under the Idaho worker's compensation law of Title 72 of the Idaho Code or under any other applicable state or federal worker's compensation law. Nothing in the foregoing shall be construed to require SUBCONTRACTOR to indemnify and save harmless the Government or CONTRACTOR from any liability arising out of or resulting from a nuclear incident or solely as a result of negligence of the Government and CONTRACTOR or either of them.
2. SUBCONTRACTOR shall procure or cause to be procured at its own expense and shall likewise maintain or cause to be maintained, while any work is being performed and for such period hereafter as may be necessary under the circumstances, insurance sufficient to protect SUBCONTRACTOR, CONTRACTOR, CONTRACTOR's Subcontractors and the U. S. Department of Energy against all liability with respect to bodily injury or death, or property loss or damage which may be imposed by law upon SUBCONTRACTOR or which is assumed by SUBCONTRACTOR under the Subcontract. Such insurance shall be written on an "occurrence" basis and shall be with companies with an AM Best rating of "A" or better and in such forms as are satisfactory to Contractor. At a minimum, Subcontractor shall maintain the following insurance coverages and limits under this Article:
 - a. Commercial General Liability
 - (i) Each occurrence: \$1 million

- (ii) Fire Damage (any one fire): \$100,000
- (iii) Medical Expense (any one person): \$5,000
- (iv) Personal and Advertising Injury: \$1 million
- (v) General Aggregate: \$2 million
- (vi) Products/Completed Operations Aggregate: \$2 million

b. Automobile Liability

- (i) Combined Single Limit (each accident): \$1 million

c. Worker Compensation and Employer Liability

- (i) Worker Compensation: Statutory Limits
- (ii) Employer Liability (each accident): \$100,000
- (iii) Employer Liability Disease/Each Employee: \$100,000
- (iv) Employer Liability Disease/Policy Limit: \$500,000

d. Asbestos Liability (If work includes any asbestos-related work, whether inspection, handling, removal or otherwise)

- (i) Per Occurrence/Annual Aggregate: \$2 million

The Subcontractor's policies shall be endorsed to include the following benefits:

- a) "Battelle Energy Alliance, LLC and its successors in interest" and the "U. S. Department of Energy" named as additional insured parties (for all coverages specified in this Article, including Workers Compensation and Employer Liability coverages).
- b) A waiver of subrogation in favor of Battelle Energy Alliance and its successors in interest and the U. S. Department of Energy.
- c) The Subcontractor's insurance is primary.
- d) Thirty days prior written notice to Contractor in the event of cancellation.

Certificates of insurance shall be furnished to the Subcontract Administrator upon the earlier of either of the following: I) within ten calendar days after award of the Contract, or ii) before Subcontractor begins any work on Contractor controlled property or facilities. The insurance certificates (for all coverages specified in this Article, including Worker Compensation and Employer Liability coverages) shall name "Battelle Energy Alliance, LLC and its successors in interest" and the "U. S. Department of Energy" as additional insured parties. Failure to comply with the insurance requirements in this Article, including timely submission of certificates, shall be a basis for default termination. Subcontractor shall not be relieved of liability assumed pursuant to this Article by reason of procurement, maintenance, limits, or coverages of any insurance policies, whether or not approved by Contractor.

SUBCONTRACTOR shall insert the substance of this Article (Paragraphs 1 through 4) in lower-tier subcontracts under the Subcontract that requires work on a Government installation and shall require lower-tier subcontractors to provide and maintain the insurance required in this Article or elsewhere in the Subcontract. SUBCONTRACTOR shall maintain a copy of all lower-tier subcontractor's proofs of required insurance and shall make copies available to the Subcontract Administrator upon request.

If more than one insurance company is involved, separate certificates must be provided by each such company. Certificates will not be acceptable unless all the listed coverages are provided in at least the amounts specified herein, with required endorsements. Certificates must be signed by an authorized representative of the insurance company whom shall indicate the capacity in which it is signing.

- 3. SUBCONTRACTOR agrees to comply (and require its lower-tier subcontractors to comply) with all applicable laws, rules and regulations with respect to state industrial insurance or Workers/Workmen's Compensation, occupational disease, occupational safety and health, or withholding and payment of

social security and federal income taxes and further agrees to indemnify CONTRACTOR and the Government against and to save and hold harmless CONTRACTOR and the Government from, any and all liability and expense with respect to claims against CONTRACTOR or the Government which may result from the failure or alleged failure of SUBCONTRACTOR to comply therewith.

4. SUBCONTRACTOR shall comply with all applicable orders, rules and/or regulations of CONTRACTOR, and the Government while at such facility or on such property.

GP-11 LABOR DISPUTE AND AGREEMENTS

1. Whenever an actual or potential labor dispute delays or threatens the performance of the work, SUBCONTRACTOR shall immediately notify the STR verbally and in writing. Such notice shall include all relevant information concerning the dispute and its background.

GP-12 TOURS/VISITATIONS

1. From time to time, CONTRACTOR and/or DOE shall conduct, tours of and visitations to, the work areas. Such tours and visitations may be conducted whether or not work is in progress at the premises and may involve the presence of varying numbers of persons, but will be conducted in such a manner as not to interfere unreasonably with the performance of the work under the Subcontract. CONTRACTOR's senior construction and safety management personnel may make surprise inspections or visits at the work site without prior notice or entrance signatures.

GP-13 SITE AND VEHICLE ACCESS REQUIREMENTS

1. SUBCONTRACTOR's employees must be U.S. Citizens and shall attend INL Construction Employee Orientation prior to beginning work on site. This training includes Construction Orientation (Orange Card), INL Site Access Training, and General Employee Radiological Training (GERT). Radiological I and Radiological II training will be accepted as equivalents to GERT. Orange Card and GERT will be provided by the CONTRACTOR to SUBCONTRACTOR employees in Idaho Falls (Monday-Friday) and at the INL Site Locations (Monday-Thursday). This training lasts 2 hours and shall be renewed annually.
2. In addition to the Site Access Training, site-specific access training may be required. Refer to Special Conditions for these requirements.
3. SUBCONTRACTOR shall only use established roadways, or use temporary roadways constructed by SUBCONTRACTOR when and as authorized by CONTRACTOR. All temporary roadways shall be constructed and maintained by the SUBCONTRACTOR. If temporary roads are constructed, they shall be removed by SUBCONTRACTOR and the area returned to the original condition and shall meet the individual Storm Water Pollution Prevention Plan guidelines for the area (e.g., INTEC, TRA, or TAN) after completion of construction, unless otherwise approved by CONTRACTOR.
4. When materials are transported in prosecuting the work, the transporting vehicle shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State or Local law or regulation. When it is necessary to cross curbs or sidewalks, SUBCONTRACTOR shall protect them from damage.
5. All vehicles, including job site trailers, shall be clearly marked with SUBCONTRACTOR's name in one (1) inch (minimum) letters on each side of the vehicle. Signs shall have a professional appearance; magnetic signs are acceptable. This requirement applies to all areas of the Site, however, vehicles not complying shall be denied access into INTEC, RWMC, TRA, TAN and WROC. Under no circumstances, marked or otherwise, are privately owned vehicles permitted within the fenced areas of the various sites.
6. SUBCONTRACTOR shall abide by the following regulations when operating vehicles on site:
 - a. Every vehicle operator shall possess a valid driver's license for the vehicle being.

- b. All vehicles shall be regularly serviced and inspected to insure their safe operating condition.
- c. Vehicles shall not be loaded so as to obscure the driver's view in any direction or to interfere with the safe operation of the vehicle. In the event that vision is obscured, a signalman shall be used to direct the vehicle movement. When a signalman is used, the primary responsibility for the safe operation of the vehicle remains with the operator.
- d. No vehicle transporting personnel shall be moved until the operator has ascertained that all persons are seated and seat belts, if provided, are securely fastened. Riding in the back of pickup trucks is forbidden.
- e. Motor vehicles shall be equipped according to their use with all pertinent safety equipment. Vehicles operating on INL roadways shall meet State and Federal requirements.
- f. Operators shall perform a pre-operation and safety inspection to ensure that the vehicle is in safe operating condition in accordance with equipment manufacturer's recommendations.
- g. Operator shall observe the posted speed limits.
- h. Pedestrians always have the right-of-way and shall walk on the sidewalks whenever possible. Where sidewalks are not available, pedestrians shall walk on the left road shoulder facing traffic and shall stay/stand clear of moving vehicles.
- i. All vehicle operators and pedestrians shall report unsafe vehicle or pedestrian conditions and/or accident near misses to CONTRACTOR.

GP-14 ENVIRONMENTAL, SAFETY AND HEALTH, AND INDEMNIFICATION

- 1. **The environmental, safety and health (ES&H) requirements established by this Subcontract shall not relieve SUBCONTRACTOR from complying with more stringent laws and regulations issued by a Federal, State or Local agency, as well as any manufacturer's instructions.**
- 2. **SUBCONTRACTOR shall take all reasonable precautions in the performance of the work under the Subcontract to protect the safety and health of employees, of members of the public, and any other persons, and shall comply with all applicable safety and health regulations and requirements (including reporting requirements) of CONTRACTOR. CONTRACTOR shall notify SUBCONTRACTOR, in writing, of any noncompliance with the provisions of this Article and the corrective action to be taken. After receipt of such notice, SUBCONTRACTOR shall immediately take the directed corrective action.**
- 3. **SUBCONTRACTOR's Failure to Conform to Laws**
 - a. **In the event SUBCONTRACTOR fails to comply with Federal, State and Local laws and regulations or requirements of DOE, CONTRACTOR may, without prejudice to any other legal or contractual rights of CONTRACTOR, issue an order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued based on the acceptability of corrective actions at the discretion of the STR. SUBCONTRACTOR shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, such work stoppage.**
 - b. **CONTRACTOR reserves the right to have removed from the site and deny re-entry to any employee (including supervision and management):**

- (i) Found to be in a situation of imminent danger to life and health created by violating procedures covering fall protection, confined space entry and work, or lock/tag requirements, respiratory protection, and excavations, where injury could occur;
 - (ii) Advising an employee to work in an unsafe condition/position; or
 - (iii) Willfully violating any ES&H policy, procedure, rule or regulation.
- c. If SUBCONTRACTOR's superintendent/management knowingly places an employee (including himself) in an imminent danger situation, this Subcontract may be terminated for default.
- d. In the event of OSHA or EPA violations or unsafe practices involving imminent danger to personnel or environment, immediate action shall be taken to stop work and correct the hazardous situation.

4. Recording and Reporting of Occupational Injuries

Subcontractor shall maintain an OSHA 300 Log or its equivalent. SUBCONTRACTOR shall submit one copy of its and one copy of each lower-tier subcontractor's current OSHA 300 Log to the SA quarterly. The copies shall be submitted by the 15th of the month after each quarter end (i.e., January 15, April 15, July 15 and October 15) and concurrent with the final progress invoice. The first quarterly submittal shall cover from award date through quarter end or work completion, if the work is completed within the quarter it was begun.

If copies submitted are copies of the company log and are not project-specific, all entries related to work performed under this Subcontract shall be clearly indicated. If at any time after submittal of the copies of the log, any entry in the log is changed or revised, a copy of the revised log shall be submitted to the SA. Failure to submit the log may result in CONTRACTOR withholding of final payment until log receipt.

5. Weekly Safety Reports

- a. Safety Meeting Reports shall be maintained at SUBCONTRACTOR's job site for review.
- b. A written report on project safety statistics shall be provided to the STR on a weekly basis. The report shall tabulate the safety statistics for SUBCONTRACTOR and all lower-tier subcontractors from the previous week's activities and summarize the same safety statistics for the fiscal year to date. The report shall be submitted by 9:00 a.m. on the Tuesday following the week being reported. Statistics shall include:
 - (i) Total number of safe hours worked for the week and fiscal year-to-date.
 - (ii) Number of OSHA recordable cases for the week and fiscal year-to-date.
 - (iii) Number of restricted duty work cases for the week and fiscal year-to-date.
 - (iv) Number of restricted workdays for the week and fiscal year-to-date.
 - (v) Number of lost workday cases for the week and fiscal year-to-date.
 - (vi) Number of lost workdays for the week and fiscal year-to-date.

6. Permits, Compliance and Indemnification

- a. At its expense, SUBCONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances and regulations applicable to the work to be performed. SUBCONTRACTOR shall secure all required licenses or permits prior to commencing the work.

- b. **SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR and the Government from all damages of any nature whatsoever that they may incur as a result of SUBCONTRACTOR's failure to comply with all federal, state, county and municipal laws, ordinances and regulations applicable to the work, or SUBCONTRACTOR's failure to secure required licenses or permits prior to commencing work and to comply with such licenses or permits throughout the course of the work. SUBCONTRACTOR also agrees, if requested, to assume at its own expense the defense of suits that may be filed against CONTRACTOR or the Government as a result of SUBCONTRACTOR's failure to comply with any applicable federal, state, county, and municipal laws, ordinances, or regulations, or SUBCONTRACTOR's failure to secure and comply with any required licenses or permits.**
 - c. **SUBCONTRACTOR agrees to indemnify and hold harmless CONTRACTOR, the Government and each of their respective officers, directors, employees, agents, contractors and successors in interest from all liability, fines, civil penalties, claims; remediation, corrective action or other response action costs and any associated expenses (including costs of defense, settlement, attorney's fees and costs incurred in enforcing this indemnification), that any of the aforementioned parties may incur as a result of injury or damage to persons or property, contamination of or adverse effects on the environment, or any violations or alleged violations of Federal, State, or Local statutes, ordinances, laws, orders, rules or regulations related to SUBCONTRACTOR's work at the INL; including but not limited to the following Federal laws and any State or Federal implementing laws or regulations: the Clean Water Act (CWA) as amended, 33 U.S.C.A. Sectn 1251 et seq, including, but not limited to, liability for fines incurred by the indemnified parties for SUBCONTRACTOR's violations of the Construction Storm Water Discharge Regulations or requirements; the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) as amended, 42 U.S.C. Sectn 9601 et seq; the Resource Conservation and Recovery Act (RCRA) as amended, 42 U.S.C. Sectn 6901 et seq; the Clean Air Act (CAA) as amended, 42 U.S.C. Sectn 7401 et seq; the Toxic Substances Control Act (TSCA) as amended, 15 U.S.C.A. 2601 et seq; the Atomic Energy Act (AEA) as amended, including, but not limited to, DOE orders and ALARA requirements, 42 U.S.C.A. 2014 et seq; and Sections 234A, 234B and 234C of the Atomic Energy Act (42 U.S.C. Sections 2282a, 2282b and 2282c) of the Atomic Energy Act, including, but not limited to applicable nuclear and industrial/construction safety regulations, requirements or orders.**
 - d. **This indemnification also covers the aforementioned types of liability that arise from or are related to SUBCONTRACTOR's generation and management of, arranging the transportation for, treatment of, storage of, or disposal of waste generated at the INL at a treatment, storage or disposal facility or other location that has not been approved in writing by the CONTRACTOR SA.**
 - e. **SUBCONTRACTOR also indemnifies and holds harmless CONTRACTOR for all proceeding costs incurred by CONTRACTOR as defined under (i) section I.53 of CONTRACTOR's prime contract with DOE (contract #DE-AC07-99-ID13727) or (ii) comparable legal requirements imposed on Contractor's successor for proceedings falling within the coverage of that Section as a result of, or related to, the actions or omissions of SUBCONTRACTOR. The full text of these requirements is also available at DEAR 970.5204-61, COST PROHIBITIONS RELATED TO LEGAL AND OTHER PROCEEDINGS.**
7. **The SUBCONTRACTOR shall provide all required environmental exposure monitoring (i.e. noise, air, chemical, etc.) and equipment to perform this monitoring, unless specifically excluded in the Special Conditions.**

GP-15 RADIOLOGICAL CONTROL REQUIREMENTS FOR SUBCONTRACTOR

- 1. Certain facilities at the INL are classified as Radiation Control Areas (RCA's). Where the Subcontract

designates that the construction work shall be performed in an RCA, the following requirements apply:

- a. SUBCONTRACTOR shall provide a list to the STR of SUBCONTRACTOR personnel performing work in radiation or Contaminated Surface Control Areas (CSCA's) two (2) workdays prior to entrance of personnel into the areas. The list shall contain the personnel names, social security numbers and "S" numbers.
- b. SUBCONTRACTOR shall conduct its radiological control operations in accordance with the applicable radiological procedures, including the Radiological Control Information Management System (RCIMS), and all other restrictions established by CONTRACTOR.
- c. CONTRACTOR's Radiological Control Technicians (RCT's) will assist in identifying and resolving radiological control problems. The RCT's will provide radiological surveillance over all construction activities and advise CONTRACTOR's STR on matters concerning radiation safety related to plant activities or conditions affecting the construction work
- d. CONTRACTOR will provide the required radiological protective clothing and radiological respirators required by the Radiological Work Permit (RWP).
- e. SUBCONTRACTOR shall plan its work to minimize the transfer of equipment into and out of the RCA.

GP-16 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS

Individual occupational radiation exposure records generated in the performance of work under the Subcontract shall be subject to inspection by CONTRACTOR and shall be preserved by SUBCONTRACTOR until disposal is authorized by CONTRACTOR or, at the option of SUBCONTRACTOR, delivered to CONTRACTOR upon completion or termination of the Subcontract. If SUBCONTRACTOR exercises the foregoing option, title to such records shall vest in CONTRACTOR upon delivery.

GP-17 CONTRACTOR INSPECTION AND OVERSIGHT

1. Any duly authorized representative of CONTRACTOR retains the right to audit, assess, inspect, witness, or test all work or products associated with the performance of the Subcontract. Right of access to any and all SUBCONTRACTOR jobsites and facilities, as well as all material and equipment supplier facilities, shall be afforded, at all reasonable times. Verification of work processes or product quality by CONTRACTOR in no way relieves SUBCONTRACTOR of implementing a quality assurance and control system that complies with the Subcontract.

Should said CONTRACTOR activities reveal nonconforming work attributable to SUBCONTRACTOR, SUBCONTRACTOR shall reimburse CONTRACTOR for all expense associated with all additional inspection necessitated by the non-conformance and perform satisfactory reconstruction and or restoration at no cost to CONTRACTOR.

2. CONTRACTOR inspections are for the sole benefit of CONTRACTOR and do not:
 - a. Relieve SUBCONTRACTOR of responsibility for damage or loss of, material before acceptance;
 - b. Constitute or imply acceptance;
 - c. Relieve SUBCONTRACTOR of responsibility for compliant quality assurance and control; or
 - d. Affect the rights/remedies of CONTRACTOR, or the Government, after acceptance of the work.
3. Conditions observed by CONTRACTOR which are adverse to quality, including unsatisfactory

implementation of SUBCONTRACTOR's quality assurance program or departure from the technical specification requirements, will be identified to SUBCONTRACTOR for immediate resolution and corrective action. SUBCONTRACTOR failure to resolve identified deficiencies may be cause for issuance of a Stop Work Order(s). Deficiency Reports and/or Stop Work Orders require a satisfactory evaluation from SUBCONTRACTOR relative to the direct and root causes, the proposed remedy and delineation of measures taken to prevent recurrence.

GP-18 VENDOR DATA REQUIREMENTS

1. SUBCONTRACTOR shall furnish to CONTRACTOR copies of required data for disposition sufficiently in advance of the date that the material/equipment is required to be installed to meet the accepted construction schedule. The Vendor Data Schedule (VDS) summarizes the submittal requirements of the Subcontract and generally specifies the timing for each required submittal. Vendor data for all material and equipment requiring a disposition shall be submitted, reviewed, assigned a disposition code by CONTRACTOR and returned to SUBCONTRACTOR.
2. SUBCONTRACTOR shall perform no work for which the vendor data has not been reviewed and dispositioned. Any delay caused by SUBCONTRACTOR's failure to submit vendor data in a timely manner for CONTRACTOR review will not be excusable or compensable. If submitted vendor data items are unacceptable, no excusable delay shall accrue there from, regardless of the number of re-submittals made by SUBCONTRACTOR or lower- tiers.
3. CONTRACTOR's vendor data disposition will not affect or relieve SUBCONTRACTOR from responsibility for performance of work in compliance with Subcontract. Vendor data causing any change to design details, layouts, calculations, analyses, test methods, procedures or any other Subcontract requirement shall be submitted with a written description of the affected change.

GP-19 PROSECUTION OF WORK

1. SUBCONTRACTOR's work plan, method of operation and the forces employed shall, at all times, during the Subcontract, be subject to evaluation by CONTRACTOR and shall be sufficient to insure the completion of the work within the specified period of time. SUBCONTRACTOR shall furnish sufficient forces, shifts, overtime operations, including weekends and holidays, as may be necessary, to maintain the work on, or ahead of, the accepted schedule at all times. If, as determined by CONTRACTOR, SUBCONTRACTOR falls behind the accepted schedule which jeopardizes the completion date(s), SUBCONTRACTOR shall take such steps as may be necessary to recover the lost time and maintain the schedule.
2. Accordingly, CONTRACTOR may direct SUBCONTRACTOR to increase the number of shifts, days of work and/or the amount of operations and/or overtime operations, all without additional cost to CONTRACTOR, until such time as SUBCONTRACTOR, in the opinion of CONTRACTOR, is again maintaining the schedule. Failure of SUBCONTRACTOR to diligently and progressively proceed with the work and thus maintain the work on schedule at all times, may result in CONTRACTOR terminating SUBCONTRACTOR for default.
3. Overtime and Holiday Work
 - a. Advance notice to CONTRACTOR is required as follows: one (1) work day for weekend work; two (2) work days for swing shift or graveyard shift work; and four (4) work hours for all other short duration/intermittent overtime work.
 - b. Upon written notice from SUBCONTRACTOR, three (3) work days in advance, CONTRACTOR agrees to adequately man the job on CONTRACTOR holidays not observed.

CONTRACTOR shall observe the following days as holidays:

- (i) New Year's Day;
- (ii) Memorial Day;
- (iii) Independence Day;
- (iv) Labor Day;
- (v) Thanksgiving Day; and
- (vi) Christmas Week.

GP-20 STOP WORK AUTHORITY

1. **CONTRACTOR or the Government may stop all, or any part of, the work in the event the following occurs, or if comparable situations are encountered:**
 - a. **Observation and determination of conditions that present an immediate threat to the life and/or health of employees, workers, or the general public.**
 - b. **Observation of any activity or action, which is determined to be a threat to the environment or surrounding ecology.**
 - c. **Observation and determination of any activity that could result in the potential or actual damage to Government material, property, facilities, or equipment.**
 - d. **SUBCONTRACTOR fails to comply with the Quality requirements of the Subcontract.**
 - e. **SUBCONTRACTOR fails to comply or fails to provide resolution to a noncompliance with applicable ES&H requirements.**
2. **Should a representative of CONTRACTOR or the Government, other than the STR, stop the work SUBCONTRACTOR shall immediately notify the SA and STR.**
3. **CONTRACTOR shall issue a work stoppage for an indefinite period of time as may be necessary to effect corrective action or resolution of a specifically identified condition. SUBCONTRACTOR's failure to comply with "Stop Work" direction pursuant to this Article may result in termination of this Subcontract for default.**
4. **SUBCONTRACTOR has the authority and is encouraged to stop its work for failure to comply with the terms of this Subcontract. Should the work be stopped by SUBCONTRACTOR, SUBCONTRACTOR shall immediately notify the SA and STR. Upon corrective action or resolution of a specifically identified condition, SUBCONTRACTOR may re-start its work.**
5. **Any stop work order issued by CONTRACTOR under this clause shall be without prejudice to any legal or contractual rights of CONTRACTOR. The SUBCONTRACTOR shall not be entitled to an extension of time or additional costs or damages by reason of, or in connection with, any work stoppage ordered as a result of SUBCONTRACTOR'S fault or negligence.**

GP-21 SUSPENSION OF WORK

1. **CONTRACTOR may order SUBCONTRACTOR in writing to suspend, delay, or interrupt all or any part of the work for such period of time as may be determined appropriate for the convenience of CONTRACTOR. Upon expiration of the period of suspension, SUBCONTRACTOR shall promptly proceed with the work.**
2. **If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted (1) by an act of CONTRACTOR in the administration of this Subcontract, or (2) by CONTRACTOR's failure to act within the time specified in this Subcontract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Subcontract (excluding profit) necessarily caused by such suspension, delay, or interruption of an unreasonable period of time and this Subcontract modified in writing accordingly.**

3. No adjustment shall be made under this Article for any suspension, delay, or interruption to the extent (1) that performance would have been suspended, or delayed or interrupted by any other cause, including the fault or negligence of SUBCONTRACTOR, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Subcontract.
4. No claim under this Article shall be allowed (1) for any costs incurred more than 20 days before SUBCONTRACTOR shall have notified CONTRACTOR, in writing, of the act or failure to act, (but this requirement shall not apply to a claim resulting from a suspension order pursuant to Paragraph 1 of this Article), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under this Subcontract. No part of any claim under this Article by SUBCONTRACTOR shall be allowed, if not supported by adequate evidence showing that the cost would not have been incurred, but for a suspension within the meaning of this Article.
5. In order to test the effectiveness of the warning evacuation system, a practice drill of not more than 4 hours duration shall be conducted at the convenience of DOE and CONTRACTOR, at some time during each calendar year quarter. SUBCONTRACTOR is eligible for equitable adjustment for any unreasonable delay beyond the 4-hour duration in accordance with this Article.

GP-22 DISPUTES

1. The parties agree that the appropriate forum for resolution of any dispute or claim pertaining to the Subcontract shall be a court of competent jurisdiction as follows:
 - a. Subject to Paragraph 1.b. of this Article, any such litigation shall be brought and prosecuted exclusively in Federal District Court; with venue in the United States District Court for the District of Idaho, in Pocatello, Idaho.
 - b. Provided, however, that in the event that the requirements for jurisdiction in the Federal District Court for the District of Idaho, in Pocatello, Idaho, are not present, such litigation shall be brought in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville, with venue in the District Court of the Seventh Judicial District for the District of Idaho, in Idaho Falls, Idaho.
2. Any substantive issue of law in such dispute, claim or litigation shall be determined in accordance with the body of law applicable to procurement of goods and services by the Federal Government. Nothing in this Article shall grant to SUBCONTRACTOR by implication any statutory rights or remedies not expressly set forth in the Subcontract.
3. The parties agree that alternate dispute resolution (ADR) is an option for resolving disputes pertaining to this Subcontract and, upon the mutual agreement of the parties, ADR will be utilized. The particular ADR process to be used must also be mutually agreed upon and set forth in a written agreement signed by both parties.

Possible ADR procedures include, but are not limited to:

- a. a neutral party to preside over the resolution process;
 - b. mediation; and
 - c. arbitration.
4. Any ADR process agreed to by the Parties shall take place in Idaho Falls, Idaho.
 5. There shall be no interruption to the prosecution of the work and SUBCONTRACTOR shall proceed

diligently with the performance of the Subcontract pending final resolution on any dispute, claim, or litigation arising under or related to the Subcontract between the parties hereto or between SUBCONTRACTOR and its lower-tier subcontractors.

6. The Contract Disputes Act of 1978 (41 U.S.C. Sections 601-613) shall not apply to the Subcontract; provided, however, nothing in this Article shall prohibit CONTRACTOR, at its sole discretion, from sponsoring a claim of SUBCONTRACTOR for resolution under the provisions of its prime contract with DOE. In the event that CONTRACTOR sponsors a claim at the request of SUBCONTRACTOR, SUBCONTRACTOR shall be bound by the decision of the cognizant DOE Contracting Officer to the same extent and in the same manner as CONTRACTOR.

GP-23 ASSIGNMENT

1. Neither this Subcontract nor any interest herein nor claim hereunder shall be assigned or transferred by SUBCONTRACTOR, except as expressly authorized in writing by CONTRACTOR. This Subcontract may be assigned by CONTRACTOR to the DOE or to DOE's designee(s).
2. SUBCONTRACTOR may assign, with CONTRACTOR's approval, claims for moneys due or to become due hereunder to a bank, trust company, or other financial institution, including any Federal-lending agency. Any such assignment may cover all amounts payable under this Subcontract and not already paid and shall not be made to more than one party, except that any such assignment may be made to one party, as agent or trustee to two or more parties participating in SUBCONTRACTOR's financing. Payments to an assignee of any moneys due, or to become due hereunder, shall be subject to set off or recoupment for any present or future claim or claims which CONTRACTOR may have against SUBCONTRACTOR arising under this or other subcontracts. SUBCONTRACTOR shall supply CONTRACTOR immediately with two copies of any such assignment and shall indicate on each invoice to whom payment is to be made.

GP-24 BANKRUPTCY

In the event SUBCONTRACTOR enters into proceedings relating to bankruptcy, whether voluntary or involuntary, SUBCONTRACTOR agrees to furnish, by certified mail, written notification of bankruptcy to the SA responsible for administering the Subcontract. This notification shall be furnished within five (5) calendar days of initiation of proceedings relating to bankruptcy filing. This notification shall include the date on which bankruptcy petition was filed, identity of the court in which bankruptcy petition was filed and a listing of Government contract numbers and contract offices for all Government contracts against which final payment by Government has not been made. This obligation remains in effect until final payment under the Subcontract.

GP-25 CHANGES

CONTRACTOR may at any time, and without notice to the sureties, make changes within the general scope of this Subcontract, in any one or more of the following:

- a. In the specifications (including drawings and designs);
- b. In the method or manner of performance of the work;
- c. In CONTRACTOR-furnished facilities, equipment, materials, services, or site;
- d. Directing acceleration in the performance of the work; and/or
- e. The description of services to be performed.

If any change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Subcontract, whether changed or not changed by any such order, an upward or downward equitable adjustment shall be made in this Subcontract cost or delivery schedule or both, and this Subcontract shall be modified in writing accordingly. Any claim by the Subcontractor for adjustment under this Article must be asserted within 30 days

from the date of receipt by the Subcontractor of the notification of change – provided, however, that the Contractor, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Subcontract. Where the cost of property made obsolete or excess as a result of a change is included in the Subcontractor's claim for adjustment, the Contractor shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute within the meaning of the Article of these General Provisions entitled "Disputes." However, nothing in this article shall excuse the Subcontractor from proceeding with this Subcontract as changed.

GP-26 EXCESS COSTS INCURRED BY CONTRACTOR

1. SUBCONTRACTOR shall reimburse CONTRACTOR for all costs incurred by CONTRACTOR and/or DOE due to SUBCONTRACTOR's failure to comply with Subcontract requirements, including but not limited to:
 - a. Environmental, safety, health, or quality assurance violations;
 - b. Rework necessary to meet Subcontract requirements;
 - c. Support of SUBCONTRACTOR's recovery schedule;
 - d. Inspections by CONTRACTOR not performed, as scheduled, due to incomplete or inadequate status of the work for which SUBCONTRACTOR is at fault;
 - e. Inspections that must be repeated by CONTRACTOR due to errors, omissions, mismanagement or any fault of SUBCONTRACTOR;
 - f. Vendor data review and processing as a result of re-submittals in excess of three (3), which are attributable to inadequate SUBCONTRACTOR coordination or preparation;
 - g. SUBCONTRACTOR's failure to restore all Government-owned property, facilities, utilities, or systems, including replacement of survey stakes, to "like-for-like" condition after use or damage by SUBCONTRACTOR;
 - h. SUBCONTRACTOR's failure to adequately repair and/or replace property of a third party damaged by SUBCONTRACTOR;
 - i. SUBCONTRACTOR's failure to maintain the cleanliness and orderly arrangement of the work site during construction and at final acceptance, within reason, to the satisfaction of CONTRACTOR; and
 - j. Hazardous or environmentally detrimental spills caused by SUBCONTRACTOR with clean-up performed by CONTRACTOR will be charged to SUBCONTRACTOR at cost of \$1,000.00 per event.

GP-27 DIFFERING SITE CONDITIONS

1. SUBCONTRACTOR shall promptly (within one (1) work day) and before the conditions are disturbed, give a written notice to the STR of:
 - a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Subcontract; or
 - b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Subcontract.

2. CONTRACTOR will investigate the site conditions promptly after receiving the notice. If the conditions do materially differ and cause an increase or decrease in SUBCONTRACTOR's cost of, or the time required for, performing any part of the work under the Subcontract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this Article and the Subcontract modified in writing accordingly.
3. No request by SUBCONTRACTOR for an equitable adjustment to the Subcontract under this Article shall be allowed, unless SUBCONTRACTOR has given the timely written notice required; except that the time prescribed for giving written notice may be extended by the SA.
4. No request by SUBCONTRACTOR for an equitable adjustment to the Subcontract for differing site conditions shall be allowed if such request is made after final payment is requested under the Subcontract.

GP-28 USE OF CONTRACTOR-OPERATED GOVERNMENT-OWNED PROPERTY

1. If not identified elsewhere in the Subcontract, SUBCONTRACTOR shall submit to CONTRACTOR STR a written request for usage of CONTRACTOR-operated government-owned facilities, utilities and equipment, which shall include a description of the proposed usage and any pertinent information or explanation, such as the type of operation, maximum loading and anticipated period of use.
 - a. Operations of equipment shall be in accordance with the manufacturer's instructions and all pre-operational checks, adjustments and maintenance requirements shall have been completed prior to operation.
 - b. All operational features such as overload protection, automatic controls, safety devices and all other permanent features shall be installed and operable.
 - c. After using any Government-owned items or facilities, SUBCONTRACTOR shall restore them to the original condition (like-for-like) the items or facilities were in when SUBCONTRACTOR received them, including painting, cleaning and lubrication.
 - d. Acceptance of the return of a Government-owned item or facility by CONTRACTOR is subject to SUBCONTRACTOR's observance and compliance with the foregoing.
2. Cold Weather Activities/Maintaining Conditions: Temporary heat and cold weather protection (e.g., enclosures) shall be provided by SUBCONTRACTOR as necessary to establish minimum conditions for freeze protection. Failure to maintain minimum conditions shall be cause for correction or replacement by SUBCONTRACTOR of Government-owned facilities, utilities and equipment.

GP-29 OPERATIONS AND STORAGE AREAS

1. SUBCONTRACTOR shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by CONTRACTOR.
2. SUBCONTRACTOR shall furnish, at its own expense, all temporary structures, utilities and services required for its use such as offices, warehouses and shops, unless otherwise specified. The temporary buildings and utilities shall remain the property of SUBCONTRACTOR and shall be removed and the area restored to original condition by SUBCONTRACTOR at its own expense upon completion of the work, or upon CONTRACTOR's request.
3. SUBCONTRACTOR shall provide, at its own expense, all temporary heat and/or heating equipment required and shall maintain the temperatures for the various items of work as required by the manufacturer of the materials, unless the temperatures (and curing periods) are specified otherwise in the Subcontract. Temporary heating devices shall be UL or FM listed.
4. Notification to CONTRACTOR STR is required if an opening allowing outside air to enter the structure

(existing or planned) may present problems. SUBCONTRACTOR shall provide the necessary weather and freeze protection and maintain ventilation.

GP-30 HOUSEKEEPING

1. Subcontractor shall cleanup work areas on a daily basis. Dust control and minimized off-site tracking of sediments from work areas and access to and around the work areas are also required. Waste and debris shall not be allowed to accumulate in such quantities as to create an unsightly appearance, a safety or fire hazard, nor shall it interfere in any way with free access to, or operation of, existing facilities. Where short-term interim storage of waste material is required, all such waste shall be placed in neat piles, clear of all structures, and adequately secured to prevent scattering by wind.
2. Debris stockpiled for later removal, with or without a surrounding barrier, shall have a sign at the location identifying SUBCONTRACTOR stockpiling the materials and the applicable project.

GP-31 RESERVED

GP-32 ON-SITE EQUIPMENT USE REQUIREMENTS

All equipment, (vehicles, machinery and/or hand tools) used by the Subcontractor to perform work at the INL must be in good working condition for the purpose intended and meet all applicable codes and standards. Such equipment must be used and maintained only as intended by the manufacturer and in accordance with the manufacturer's instructions and limitations. The equipment must be free of defects and suitable for safe performance of the work. Contractor reserves the right, in its sole discretion, to conduct cursory inspections of subcontractor equipment prior to use. Equipment found to be unsatisfactory by the Contractor shall be promptly repaired or removed from the premises and replaced with satisfactory items at no cost to the Contractor. Contractor inspections, whether or not any equipment is found to be unsatisfactory or whether or not any defects are found by such inspections, do not relieve the Subcontractor of any responsibility or liability under this Article or for performing the work in a safe manner.

GP-33 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION

1. **In performing work under this contract, the Subcontractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall ensure that management of ES&H functions and activities becomes an integral but visible part of the Subcontractor's work planning and execution processes. The Subcontractor shall, in the performance of work, ensure that:**
 - a. **Line management is responsible for the protection of employees, the public, and the environment. Line management includes those Subcontractor and lower-tier subcontractor employees managing or supervising employees performing work.**
 - b. **Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.**
 - c. **Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.**
 - d. **Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.**
 - e. **Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H**

standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.

- f. **Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.**
 - g. **The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by Contractor and the Subcontractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the Subcontractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System, either through the Subcontractors' system or the Contractors' system, whichever is governing.**
- 2. **The Subcontractor shall manage and perform work in accordance with a documented Safety Management System (System) or in accordance with Contractors' system that fulfills all conditions in paragraph (1) of this Article at a minimum. Documentation of the System shall describe how the contractor will:**
 - a. **Define the scope of work;**
 - b. **Identify and analyze hazards associated with the work;**
 - c. **Develop and implement hazard controls;**
 - d. **Perform work within controls; and**
 - e. **Provide feedback on adequacy of controls and continue to improve safety management.**
- 3. **The System shall describe how the Subcontractor will establish, document, and implement safety performance objectives, performance measures, and commitments. The System shall also describe how the contractor will measure system effectiveness.**
- 4. **The contractor shall submit, as appropriate, to the Subcontract Administrator, documentation of its System for review and concurrence. Dates for submittal, discussions, and revisions to the System will be established by the Subcontract Administrator. Guidance on the preparation, content, review, and approval of the System will be provided by the Subcontract Administrator.**
- 5. **The Subcontractor shall comply with, and assist the Department of Energy and Contractor in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives. The Subcontractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.**

GP-34 WARRANTY

- 1. Subcontractor warrants that the supplies shall be free from defects in material and workmanship, of the most suitable grade of their respective kinds for the purpose, and comply with all requirements set forth in this Subcontract, until one year after first placed into service by Contractor, or three years after acceptance, which ever first occurs. Subcontractor shall correct any nonconformity with this warranty at its sole expense, as directed by Contractor, by promptly (i) repairing or replacing the nonconforming supplies specified (and correcting, any plans, specifications, or drawings affected); (ii) furnishing Contractor any materials, parts, and instructions necessary to correct or have corrected the nonconformity, or (iii) paying to Contractor a portion of the Subcontract price as is equitable under the circumstances.
- 2. Subcontractor warrants that the services shall reflect the highest standards of professional knowledge and judgment, shall be free from defects in workmanship, and shall be in compliance with all requirements of this Subcontract, until one year from the completion of the services. Subcontractor shall correct any nonconformity with this warranty at its sole expense, as directed by Contractor, by promptly (i) reperforming the nonconforming services or (ii) paying to Contractor a portion of the Subcontract price as is equitable under the circumstances.

3. If Subcontractor fails to perform its obligations promptly under this Article, Contractor may perform, or have performed, such obligations and Subcontractor shall pay Contractor all charges occasioned thereby.
4. The warranty with respect to replacement supplies or services shall be the same as the warranty provided for in Paragraphs 1 and 2 of this Article. The warranty for other than replacement supplies or services shall continue until the expiration of the original period plus a period equal to the time elapsed between the discovery of the nonconformity and its correction.
5. Unless installation is an element of the Work, Subcontractor shall not be obligated under this Article for the costs of removal or reinstallation of any supplies furnished or items serviced hereunder from the location of their installation, or for the costs of removal or reinstallation of structural parts or items not furnished by Subcontractor hereunder. Subcontractor shall, in any event bear all packing, packaging, and shipping costs to the Subcontractor's plant and return, and shall bear all risk of loss or damage for the items upon which services have been performed or supplies while in transit.
6. Unless decontamination is an element of the Work, in the event that Subcontractor's costs in correcting any nonconformity under this Article are increased solely because the "supplies" furnished or items serviced hereunder must be decontaminated to the level specified in the definition of "radiation area" in 10 CFR 20.202, the Subcontract price shall be equitably adjusted to reflect such necessary additional costs.
7. This Article shall apply notwithstanding inspection, acceptance, or any other provision of this Subcontract, and shall not limit any other of Contractor's rights and remedies.

GP-35 PASSAGE OF TITLE AND LIENS

1. Title to the supplies shall pass to the Government at the place of delivery to Contractor. If purchased F.O.B. shipping point, delivery to the carrier shall be deemed to be delivery to Contractor.
2. Subcontractor agrees to furnish all deliverables free and clear of liens, claims, and encumbrances. Subcontractor agrees to hold Contractor and the Government harmless from all liens, claims, or demands in connection with the Work.
3. Except as otherwise provided in this Subcontract,
 - a. Subcontractor shall bear the risk of loss, destruction, or damage to the supplies until delivered at the designated delivery point, regardless of the point of inspection.
 - b. After delivery to Contractor at the designated point and prior to acceptance by Contractor, Subcontractor shall be responsible for the loss or destruction of or damage to the supplies unless such loss, destruction, or damage results from negligence of the officers, agents, or employees of Contractor or the Government acting within the scope of their employment; and

Subcontractor shall bear all risk of loss, destruction or damage to rejected supplies.

GP-36 NOTICE OF LABOR DISPUTES

Whenever an actual or potential labor dispute is delaying or threatening the performance of work, the Subcontractor shall immediately notify the Contractor in writing. Such notice shall include all relevant information concerning the dispute and its background.

1. **New Materials**

Unless otherwise specifically approved by CONTRACTOR, all equipment, materials, or products, including those components, parts and materials that are permanently installed into systems, subsystems and/or assemblies, shall be new and of the grade/type specified by this Subcontract. No mixed manufacturers' or manufacturing production lots will be accepted. All workmanship shall be performed in a skillful and workmanlike manner consistent with the specifications, drawings, stated requirements and other applicable criteria of this Subcontract.

2. **Suspect and Counterfeit Materials**

If the following materials to be furnished under this Subcontract will be used in a U.S. Government-owned facility, they shall be manufactured domestically, i.e., within the United States of America. Evidence of deliberate misrepresentation of any item(s)/component(s)/materials(s) provided under this Subcontract may result in an investigation to determine the validity of certification, fraud and/or forgery.

a. **Fasteners**

Fasteners, as defined in Title 15, United States Code (U.S.C) Chapter 80, section 5402 of the Fastener Quality Act, that are delivered to CONTRACTOR, under this Subcontract shall meet the "Testing and Certification of Fasteners" requirements specified in Section 5404 (a), (b) and (c) of the Act, by a laboratory accredited in accordance with the procedures and conditions specified in Section 5405.

Fasteners shall exhibit grade marks and the manufacturer's identification symbol (head stamp) as specified in the referenced specification or in the body of this Subcontract. Fasteners having a headmark which is displayed on U.S. Customs Service Suspect Fastener Headmark List will not be accepted.

b. **Electrical Items**

Electrical items and equipment, received under this Subcontract, shall exhibit legible amperage and voltage ratings, operating parameters, and the manufacturers' labels and identification. Items shall be supplied in the manufacturer's original packaging, and exhibit the applicable Underwriters Laboratory (UL) or Factory Mutual (FM) labels.

c. **Mechanical items**

Mechanical/Piping items and equipment (channel, sheet, plate, bars or fittings, flanges, valves, pipe, tubing) delivered under this Subcontract shall exhibit the manufacturers' labels and identification.

d. **Asbestos Containing Material**

SUBCONTRACTOR shall not use asbestos containing materials (ACM), as defined in 29 CFR 1910.1001, in the work. Upon completion of the work, SUBCONTRACTOR shall certify, using Form PROC-6006 "Asbestos Free Certification", that it or any lower-tier subcontractors did not use any ACM in performing the work. SUBCONTRACTOR acknowledges that CONTRACTOR and DOE have responsibilities to employees at INL to determine the presence, location, and quantity of ACM and to provide this information to employees (29 CFR 1910.1001). SUBCONTRACTOR acknowledges this legal responsibility cannot be met and that CONTRACTOR may incur liability if SUBCONTRACTOR uses any ACM in the work. SUBCONTRACTOR indemnifies CONTRACTOR and DOE against all

liabilities and costs resulting from SUBCONTRACTOR's use of ACM in the work and for all legal fees and costs incurred in enforcing this indemnification. SUBCONTRACTOR's use of ACM in the work constitutes negligence and, as such, is also covered by the "Indemnification" article for liability for property damage, or injury, or death to persons arising from Subcontractor's use of ACM.

GP-38 SUBCONTRACTOR STAFF

1. SUBCONTRACTOR shall submit its key personnel and line of authority for this subcontract to CONTRACTOR SA within seven (7) calendar days after the subcontract effective date. This shall be submitted on Form PROC-2121.

2. SUBCONTRACTOR shall designate a Project Manager (PM). The PM shall be fully authorized to act on behalf of SUBCONTRACTOR in all legally binding matters pertaining to this project, including the authorization to negotiate settlements for all Change Orders issued by CONTRACTOR.

3. Supervision

At all times during performance of the Subcontract and until the work is completed and accepted, SUBCONTRACTOR shall directly supervise the work, and assign a competent superintendent who is satisfactory to CONTRACTOR and has authority to act for SUBCONTRACTOR.

The SUBCONTRACTOR's superintendent shall follow the overall work (i.e., all lower-tiers, crews and suppliers), resolve problems and expedite the work on behalf of SUBCONTRACTOR as necessary. If, for any reason, the superintendent is temporarily unavailable at the particular jobsite, the alternate shall be authorized by SUBCONTRACTOR management to act on its behalf.

4. Safety Staff

SUBCONTRACTOR's Superintendent shall be designated the SUBCONTRACTOR's safety representative, unless otherwise identified on SUBCONTRACTOR Key Personnel and Line of Authority form. Changes to the safety staff shall be submitted in writing to the STR two (2) work days prior to the change date. SUBCONTRACTOR'S safety representative shall be on-site during any work being performed under this Subcontract. An alternate representative meeting the requirements of this Paragraph 4 may be appointed to cover the work in the event of an absence.

5. At any time during performance of the Subcontract, if any member of the accepted SUBCONTRACTOR staff is found by CONTRACTOR to be incompetent, careless, a security risk, or otherwise objectionable, SUBCONTRACTOR, upon written notice from CONTRACTOR, shall remove such individual from the project for a period of time determined by CONTRACTOR. This individual's suspension may be extended to any other CONTRACTOR subcontracts.

6. SUBCONTRACTOR shall submit training records that are relevant to work at the INL to the CONTRACTOR's STR for inclusion in the INL training database. SUBCONTRACTOR access to the training data base records shall be coordinated through the CONTRACTOR STR.

GP-39 REQUIRED MEETINGS

1. Pre-work Planning Meetings

- a. After the Notice to Proceed with on-site work is issued, but prior to the start of the work, SUBCONTRACTOR with necessary lower-tier subcontractor personnel, must demonstrate to CONTRACTOR's satisfaction, knowledge and understanding of the Subcontract requirements at a Pre-work Planning Meeting(s). The meeting(s) will be conducted by SUBCONTRACTOR prior to the start of each type of work.

- b. At the meeting(s), SUBCONTRACTOR's superintendent and lower-tier subcontractors' personnel responsible for supervising the work must demonstrate their knowledge and understanding of the Contract requirements, with specific attention given to the integration of safety, environmental, health and quality assurance requirements into the work. SUBCONTRACTOR must demonstrate complete knowledge and understanding of the safety requirements, work hazards and hazard mitigation, training requirements and all work control documents. Knowledge and understanding of the contents of applicable documents, e.g., the Subcontract Specifications, Drawings, Special Conditions, General Provisions, Project Health and Safety Plan and documents and forms referenced in the foregoing, must be demonstrated.
- c. After SUBCONTRACTOR satisfies CONTRACTOR regarding the readiness of SUBCONTRACTOR, CONTRACTOR will issue a written authorization to SUBCONTRACTOR, releasing it to perform each task. Multiple tasks may be released at one time, but each shall be specifically identified in writing as being released, prior to the start of performance.
- d. If SUBCONTRACTOR fails to demonstrate sufficient knowledge and understanding of the Subcontract requirements at the pre-planning meetings, CONTRACTOR will not release the work and work shall not start. Pre-work planning meetings will continue to be held until SUBCONTRACTOR demonstrates sufficient knowledge and understanding of the requirements. SUBCONTRACTOR's failure to obtain timely release of each task will not be a basis for an extension of the performance period nor a claim for delay.
- e. SUBCONTRACTOR shall provide STR with advance notice, at least one working day prior, of a Pre-work Planning Meeting and shall schedule the meeting sufficiently in advance to avoid impacting performance of the work. The meetings will be held at CONTRACTOR's facilities, unless otherwise mutually agreed.
- f. Nothing in the foregoing shall transfer liability, nor be construed to transfer responsibility, from SUBCONTRACTOR to CONTRACTOR, nor in any way relieves SUBCONTRACTOR from its responsibility for compliance with all Subcontract requirements.

2. Safety Meetings

- a. SUBCONTRACTOR shall conduct Pre-Job Briefings as required by the project Health and Safety Plan. Pre-Job Briefings shall, as a minimum, be held weekly. The Pre-Job Briefing will be conducted by SUBCONTRACTOR's superintendent and shall be held with the crew to discuss the activities, identify and analyze hazards, discuss necessary abatement action or personal protective equipment (PPE) required, review any facility requirements (outages, permits or work authorization documents), assure all pertinent vendor data is accepted prior to specific activities commencing as defined in the Vendor Data Schedule and answer any employee questions or concerns. The content of this meeting will be documented with employee signatures attesting the information has been reviewed with them and they understand it.
- b. SUBCONTRACTOR's superintendent or safety representative shall hold weekly Tool Box Safety Meetings for all its personnel to emphasize project-specific ES&H concerns such as standards and regulations, causes of accidents and methods of prevention, attitudes, motivations, hazards recognition and company rules and policies.
- c. SUBCONTRACTOR safety representatives shall meet weekly with CONTRACTOR ES&H personnel to discuss area safety and the Tool Box topic for the next week.

CONTRACTOR will conduct a monthly Subcontractors Safety Meeting. This meeting will last approximately 1 hour. This meeting will be held the first Wednesday of each month at 1:00 p.m. in the CFA Cafeteria Conference Room. Written notification will be provided if the meeting time changes. Attendance by SUBCONTRACTOR's designated safety representative, site superintendent and principal lower-tier subcontractors' representatives is required. The

information gathered in this meeting shall be passed down to all SUBCONTRACTOR employees.